

COMMERCIAL LINE AGREEMENT

BETWEEN

NORTHEASTERN LINE CONSTRUCTORS CHAPTER

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

AND

LOCAL UNION NO. 104

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2012 - 2014

COMMERCIAL LINE CONSTRUCTION AGREEMENT

Agreement by and between the Northeastern Line Constructors Chapter, National Electrical Contractors Association, Inc., and Local Union No. 104, IBEW, entered into August 31, 2012.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Northeastern Line Constructors Chapter, NECA, Inc., and the term "Union" shall mean Local Union No. 104, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

SCOPE OF AGREEMENT

Work referred to in this Agreement, is Commercial Outside Electrical work as defined in Article XXVIII, Section 4 of the IBEW Constitution and the definitions in this section as follows:

Commercial Outside Electrical work shall be defined as work performed on the property of private owners, Federal and State Governments and their political subdivisions including counties, cities, townships and municipal or state authorities as established by such governmental units, Switch Yards and Substations privately or Utility owned, Radio and Television work and all other work not defined as Utility Work.

This Agreement shall cover the construction and maintenance work (wood, metal or any other material), the digging of holes for poles, anchors, footer foundations (by hand or with mechanical equipment), the moving of men, tools and equipment, the unloading and loading of materials from the first drop at the job sites, the handling, assembling and erection of all materials necessary on through to the ultimate completion of this electrical construction and maintenance work.

Utility Outside Electrical work shall be defined as work performed for Electric Utility Companies, Telegraph Utility Companies, municipally owned Utility Companies, R.E.A. and Cooperatives.

ARTICLE I

EFFECTIVE DATE

Section 1.01 This Agreement shall take effect September 3, 2012 and shall remain in effect until August 30, 2014, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

Section 3.25 Wage District I

Massachusetts, The entire state with the exception of Berkshire, Franklin, Hampden, and Hampshire Counties, including the Islands and adjacent waters thereof.

Rhode Island, The entire state and the Islands and waters adjacent thereto.

EFFECTIVE DATES	9/3/12	3/3/13	9/1/13
118% GENERAL FOREMAN	\$49.52	\$49.52	\$50.47
113% FOREMAN	47.43	47.43	48.33
108% HEAD LINEMAN	45.33	45.33	46.19
100% LINEMAN / SPLICER	41.97	41.97	42.77
APPRENTICES:			
90% 7 TH PERIOD	37.77	37.77	38.49
85% 6 TH PERIOD	35.67	35.67	36.35
80% 5 TH PERIOD	33.58	33.58	34.22
75% 4 TH PERIOD	31.48	31.48	32.08
70% 3 RD PERIOD	29.38	29.38	29.94
65% 2 ND PERIOD	27.28	27.28	27.80
60% 1 ST PERIOD	25.18	25.18	25.66
85% EQUIPMENT OPERATOR "A"	35.67	35.67	36.35
75% EQUIPMENT OPERATOR "B"	31.48	31.48	32.08
85% CABLEMAN	35.67	35.67	36.35
70% DRIVER GROUNDMAN CDL	29.38	29.38	29.94
55% INEXPERIENCED DRIVER	23.08	23.08	23.52
60% CABLE TECHNICIAN	25.18	25.18	25.66
55% GROUNDMAN	23.08	23.08	23.52
45% INEXPERIENCED GROUNDMAN	18.89	18.89	19.25

Apprentices' wages and ratio of
apprentices to Journeymen are specified in the Area Training
Agreement.

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ARTICLE VI

FRINGE BENEFITS

Section 6.01 NEBF It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF.

Section 6.02 Locals 42 and 104 Money Purchase Plan

- (a) The Employer agrees to contribute Ten Dollars and Twenty-Five Cents (\$10.25) per hour for all Journeyman Lineman.
- (b) Effective March 3, 2013, the Employer agrees to contribute Ten Dollars (\$10.00) per hour for all Journeyman Lineman.
- (c) Effective September 1, 2013, the Employer agrees to contribute Ten Dollars and Fifty Cents (\$10.50) per hour for all Journeyman Lineman.

(d) The employer agrees to contribute the following per hour for the other classifications:

Effective	<u>9/3/12</u>	<u>3/3/13</u>	<u>9/1/13</u>
Equipment Operator "A"	8.16	7.91	8.34
Equipment Operator "B"	5.50	5.25	5.63
Cableman	4.16	3.91	5.49
Driver Groundman CDL	5.05	4.80	5.15
Inexperienced Driver Grdman (2,000) hrs	3.50	3.25	4.53
Cable Technician	3.66	3.41	3.71
Groundman	2.98	2.73	3.01
Inexperienced Groundman	2.29	2.04	2.27

(e) The following will be the contribution per hour for Apprentices:

Effective	<u>9/3/12</u>	<u>3/3/13</u>	<u>9/1/13</u>
Seventh Period	7.35	7.10	7.55
Sixth Period	6.16	5.91	6.34
Fifth Period	5.45	5.20	5.60
Fourth Period	4.75	4.50	4.88
Third Period	4.05	3.80	4.15
Second Period	3.35	3.10	3.43
First Period	2.91	2.66	2.96

Section 6.03 New England Electrical Workers Benefit Fund

(a) The contributions will be seven dollars and ninety-five cents (\$7.95) per hour on all classifications of workers covered by the Agreement.

(b) Effective March 3, 2013, the contributions will be eight dollars and twenty cents (\$8.20) per hour on all classifications of workers covered by the Agreement.

(c) Effective September 1, 2013, the contributions will be eight dollars and seventy cents (\$8.70) per hour on all classifications of workers covered by the Agreement.

(d) These monies are payable to New England Electrical Workers Benefit Fund to provide for a Welfare Fund for employees working for a contributing contractor.

ARTICLE IX

CLASSIFICATIONS -- DUTIES

Section 9.01 The employees covered by this Agreement are classified as follows: General Foreman, Foreman, Head Lineman, Journeyman Lineman, Splicer, Apprentices, Line Equipment Operator, Cableman, Driver Groundman, Cable Technician, Groundman.

Section 9.02 If workmen are needed for special work not listed in the general classification, they shall be paid a wage that relates in importance to one of the classifications herein provided.

Section 9.03 The employer shall have the right to call General Foreman and Foreman by name provided:

(a) The employee has not quit his previous employer within the past two (2) weeks.

(b) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a foreman. Upon such request the business manager shall refer said foreman provided the name appears on the highest priority group.

(c) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force.

Section 9.04 General Foreman: (a) The General Foreman classification shall be part of this Agreement. His selection, duties and conduct shall be management's prerogative. However, his selection shall be discussed with the Union.

(b) On energized overhead distribution work of 4kv and above, the General Foreman shall be a Qualified Journeyman Lineman.

Section 9.05 General Foreman shall not do any work other than regular supervision and shall not haul, handle, or distribute any line material.

Section 9.06 Foreman: Foreman must be a qualified Journeyman Lineman. His work shall consist of supervision of the workmen in the crew. No Foreman shall supervise work of more than one (1) crew.

Section 9.07 Head Lineman: Head Lineman shall supervise as well as perform the same work as Journeyman while working in small crews.

Section 9.08 Journeyman Lineman: His work shall be the work normally assigned to this classification. He may perform the work of any lesser classification but only at the Journeyman rate of pay.

Section 9.09 Splicer: Splicer duties are for medium and high voltage splices, not for Teledata work.

Section 9.10 Groundman and Driver Groundman: Groundman and Driver Groundman shall work under the supervision of a Journeyman Lineman and shall assist the Journeyman Lineman as directed. Under no circumstances shall they climb poles, towers or ladders. Driver Groundmen must have the proper state license to operate vehicles.

Section 9.11 Equipment Operator: Will operate bulldozers, swamp buggies, tractor and trailer digging machines, cranes, side boom tractors, direct burial machines, any winch other than that normally mounted on a line truck. He will be responsible for the safe operation and normal maintenance of his equipment.

(a) It is understood under this section that the driver groundmen will drive and operate the following: Line Truck and Power Wagon and bumper winch thereon and that piece of equipment known as a wire puller.

Section 9.12 For every eight (8) Linemen that employer employs, one (1) lineman who is physically unable to climb shall be employed. He shall be required to do any work assigned including that of a Journeyman Lineman. He shall not be required to climb poles or towers. He shall not be employed beyond the normal retirement age.

Section 9.13 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 9.14 Cableman: Cableman shall work under the supervision of a Journeyman and shall assist in the set-up, pulling related work necessary for installation of underground ducts and cables.

Section 9.15 Cable Technician: Cable Technician shall work under the supervision of a Journeyman and shall assist in the set-up, pulling and related work necessary for the installation of communication cables in the power zone.

Section 9.16 Workers employed under the terms of this agreement must yearly maintain and update all required OSHA and safety data, including but not limited to, first aide, CPR, pole-top rescue and bucket rescue, as a condition of employment and referral.

IN WITNESS WHEREOF, the Parties hereto have made
this Agreement subject to ratification by the membership of both
organizations:

SIGNED FOR:

SIGNED FOR:

NORTHEASTERN LINE CONSTRUCTORS
CHAPTER, NECA:

LOCAL UNION NO. 104
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:


CHAPTER MANAGER


BUSINESS MANAGER